

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into by and between:

CITY OF DANIA BEACH, a municipal corporation of the
State of Florida ("City"),

and

BROWARD COUNTY, a political
subdivision of the State of Florida ("County").

WHEREAS, this Interlocal Agreement ("Agreement") is entered into pursuant to the parties' authority under Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and under the parties' respective charter and constitutional home rule powers; and

WHEREAS, the County is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, the County operates the Airport by and through the Broward County Aviation Department ("BCAD" or "Aviation Department"), which is responsible for the day-to-day operation and maintenance of the Airport; and

WHEREAS, the City abuts the Airport and portions of the City are within the projected 2020 65+ DNL noise exposure contours identified in the "2008 ROD" (as hereinafter defined); and

WHEREAS, in October, 1995, the City and the County entered into that certain Interlocal Agreement between Broward County and City of Dania pertaining to Expansion and Jurisdiction of Fort Lauderdale-Hollywood International Airport ("1995 Interlocal Agreement") which was entered as a Stipulated Final Judgment in the case of Dania Beach v. Broward County, Case No. 93-18222(05) in the Seventeenth Judicial Circuit of Florida; and

WHEREAS, the Federal Aviation Administration ("FAA") approved the expansion of the Airport's Runway 9R-27L, now known as Runway 10R-28L ("South Runway"), in a Record of Decision issued in December 2008 ("2008 ROD"); and

WHEREAS, in the 2008 ROD the FAA authorized the County to implement noise mitigation measures addressing the impacts on residential units within the 2020 65+ DNL noise exposure contours in the City that result from the expansion of the South Runway to 8,000 feet under the FAA's Preferred Alternative B1b ("Expanded South Runway"), and the 2008 ROD identifies noise mitigation measures that would be eligible for federal funding; and

WHEREAS, on October 8, 2010, the City filed a Motion to Enforce Stipulated Final Judgment in the case of Dania Beach v. Broward County, Case No. 93-18222(05), in the Seventeenth Judicial Circuit of Florida, and amended that motion on September 4, 2012; and

WHEREAS, on November 15, 2010, the County filed a Cross-Motion for Relief from the Stipulated Final Judgment; and

WHEREAS, the parties are desirous of resolving and settling the outstanding litigation, avoiding further litigation with respect to the Expanded South Runway, and putting into effect certain noise abatement and mitigation measures to address noise impacts on the residents of the City occasioned by the Expanded South Runway.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are mutually acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

2. County's Obligations as to Potential Noise Impacts. The 2008 ROD identified areas that could be potentially impacted by noise resulting from the Expanded South Runway. With respect to potential noise impacted areas that may result from the Expanded South Runway, the County hereby agrees as follows:

(a) Voluntary Night Closure. The County will implement a voluntary night closure of the Expanded South Runway pursuant to the following conditions ("the Voluntary Night Closure"), by seeking an agreement with Airport users concerning a voluntary nighttime limitation on use of the Expanded South Runway. If the County is unable to implement the voluntary night closure through an agreement with the Airport users, the County shall, in coordination with and in agreement with the City, seek FAA approval of an informal runway use program that would include a new FAA tower order. The coordination and agreement requirement in the immediately preceding sentence shall be in effect only until the New Part 150 Study referenced in paragraph (2)(a)(iii)(b) is completed. The FAA's correspondence to the County's Director of Aviation dated May 7, 2012 identifies the user agreement and informal runway use program as options for implementing a voluntary night closure.

(i) Time of Voluntary Night Closure: 10 p.m. - 5 a. m.

(ii) Conditions: In the event any of the following conditions shall occur, the Voluntary Night Closure shall not be in effect during the continuance of the condition:

a. When necessitated by considerations of weather, air traffic safety, or efficiency, as determined by pilots or the Air Traffic Control Tower; or

b. During construction or maintenance work on the airfield or the 10L-28R North Runway (which runway was formerly known as the 9L-27R North Runway) or closure of the said North Runway for any other reason; or

c. The existence of an emergency or safety condition, as declared by the pilot, the Air Traffic Control Tower, or the Airport Aviation Director.

(iii) Voluntary Night Closure Effective Date:

a. The Voluntary Night Closure will go into effect on the date the FAA authorizes the opening of the Expanded South Runway for use by commercial aircraft traffic (the "Runway Opening Date").

b. The Voluntary Night Closure shall remain in effect until a new Part 150 noise study ("New Part 150 Study") for the Airport is completed by the County and the FAA has made a determination based on the New Part 150 Study. The FAA's determination as a result of the New Part 150 Study shall establish whether or not the Voluntary Night Closure of the Expanded South Runway will remain in effect and, if so, for what periods of time and under what conditions. In order to ensure that the New Part 150 Study sufficiently considers the impact of the Voluntary Night Closure, the County shall not commence the New Part 150 Study before eighteen (18) months following the Runway Opening Date, unless the County determines it is required to do so pursuant to other legal obligations.

c. The County agrees that in the development of the New Part 150 Study, as described in subparagraph 2(a)(iii)(b), above, the County will include the Voluntary Night Closure as an abatement measure to be analyzed as part of such New Part 150 Study. The County further agrees that it will include continuation of the Voluntary Night Closure in its recommendations to the FAA in connection with such New Part 150 Study unless the City agrees in writing to the contrary.

(b) Noise Mitigation. The County shall implement the Amended Noise Mitigation Plan (the "Noise Mitigation Plan") approved by the Board of County Commissioners on October 23, 2012, as modified to conform to the requirements of the FAA. The Noise Mitigation Plan may also be revised to contain other programs, components, measures, provisions and conditions, so long as they are not inconsistent with the provisions of subparagraphs (i) through (iv) below. Reference in this Agreement to "65+ DNL noise contours" shall mean the 2020 65+ DNL noise exposure contours for the Airport that are depicted in the 2008 ROD. The parties acknowledge that the County intends to seek federal funds with respect to the noise mitigation measures included in its Noise Mitigation Plan. The County shall not be obligated to implement any noise mitigation program, measure, component, provision, or condition, which is not eligible for federal funds, and the Noise Mitigation Plan may be revised by the County to address FAA requirements, so long as it does not conflict with subparagraph (i)-(iv) below.

(i) Voluntary Sound Insulation Program. The Voluntary Sound Insulation Program will include the following provisions:

a. Voluntary sound insulation shall be available for all eligible single family and multi-family residential units located within the 65+ DNL noise contours, plus adjacent areas included within natural boundaries and neighborhood blocks as identified in the 2008 ROD. Approximately 1,706 single and multi-family units are located in areas eligible for the sound insulation program under the 2008 ROD. Notwithstanding the foregoing, in accordance with correspondence received by the County from the FAA on February 16, 2012 and May 7, 2012, if the existing monitored interior noise level for habitable areas in a residential unit is below 45 dB, the property is considered to be already airport compatible by the FAA and such unit is not eligible for the Voluntary Sound Insulation Program.

b. Participation in the Voluntary Sound Insulation Program shall be voluntary, at the eligible property owner's option.

c. The costs of obtaining and installing the residential sound insulation treatments shall be borne by Broward County.

d. An aviation easement will not be required as a condition of participating in the Voluntary Sound Insulation Program.

e. The County shall send written notice to the City and to all persons eligible for the Voluntary Sound Insulation Program. The residential owners that have elected to enter this Voluntary Sound Insulation Program will be grouped together by the County's sound insulation program administrator into construction bid packages, with each bid package containing a number of residential properties to be sound insulated (as determined by the program administrator). When the construction bid package is being prepared for the last group of residential properties that have elected to enter this program, the County's program administrator will send a letter by certified mail return receipt requested ("final notice") to all owners of residential properties that are eligible for this program, but who have not yet elected to enter the program. The County also shall give the City a list of all such remaining eligible persons no later than the date of the final notice sent to eligible persons. The residential property owners will then have a period of time, as stated in the final notice (but not less than 30 days), to elect to enter

the Voluntary Sound Insulation Program. Any property owner who does not elect to enter the program within the period stated in the County's final notice shall no longer be eligible to enter the Voluntary Sound Insulation Program.

(ii) Voluntary Sales Assistance Program. The County will offer two options under the Voluntary Sales Assistance Program: (1) a Standard Sales Assistance Program ("Standard Program"), and (2) a Conveyance and Release Agreement Program ("CAR Program"). Eligible owners may elect to participate in one of the two programs, subject to the requirement that for residential units with an interior noise level for habitable areas of 45 dB or above, the property must first have completed the Voluntary Sound Insulation Program.

a. Participation in the Voluntary Sales Assistance Program shall be voluntary, at the eligible property owner's option.

b. The Voluntary Sales Assistance Program (both Standard Program and CAR Program) shall only be available for owners of all single family homes, condominium units, townhomes, and 2-unit residences located within the 65+ DNL noise contours who purchase their residences before the Effective Date of this Agreement. Approximately 857 single and 2-unit residences are located in the 65+ DNL noise contours that are eligible for the Voluntary Sales Assistance Program. Unlike the Voluntary Sound Insulation Program, the Voluntary Sales Assistance Program does not include homes or units within the natural boundaries and neighborhood block areas adjacent to the 65+ DNL noise contours.

c. The Voluntary Sales Assistance Program shall not be available for owners of 3 or more units in multi-unit residences, including apartment buildings and triplexes, quad-plexes, etc.

d. Participants in the CAR Program are not eligible to participate in the Standard Program and participants in the Standard Program are not eligible to participate in the CAR Program.

e. If the existing monitored interior noise level for habitable areas in an eligible unit is 45 dB or above, the property must have completed the Voluntary Sound Insulation Program to be eligible for participation in either component of the Voluntary Sales Assistance Program (i.e., participation in either the Standard Program or the CAR Program).

f. If the existing monitored interior noise level for habitable areas in an eligible unit is below 45 dB, the property is considered to be already airport compatible by the FAA. Therefore an owner of such unit may enter the Voluntary Sales Assistance Program (i.e., participation in either the Standard Program or the CAR Program) without first receiving sound insulation treatments under the Voluntary Sound Insulation Program. The owner of such a unit is not eligible to enter the Voluntary Sound Insulation Program, since the unit is already airport compatible.

g. The Standard Program. The Standard Program is designed to allow participating owners the ability to sell their homes on the open market with assistance from the County if the homes, in arms-length sales, should sell for less than fair market value ("FMV"). The property owner will be responsible for marketing and selling the property. If property, in an arms-length sale, sells for less than FMV, the County will provide a cost differential of up to 25% of the FMV, consistent with FAA approvals for grant eligibility and subject to FAA requirements regarding calculation of the cost differential and other factors. The sum of the selling price of the property, plus the County's cost differential payment, shall not exceed the FMV of the property. The County

anticipates that the Voluntary Sales Assistance Program will be in effect for multiple years, due to an annual limitation on the number of houses allowed to participate in the Standard Program based on a sales absorption rate intended to discourage blight and a rapid diminution in value of the remaining homes. The parties acknowledge that the Standard Program currently anticipates a sales absorption rate of 22 homes per year. The County agrees to update the sales absorption rate on an annual basis. If an eligible property's previous owner declined to participate in the Standard Program prior to the Effective Date of this Agreement, the County may require any new eligible owner who wishes to participate to wait until other eligible owners have had the opportunity to participate. The following appraisal methods shall be employed to the full extent they are consistent with FAA guidelines, approvals, and grant requirements:

i. The County shall obtain an appraisal of the FMV of the property by a certified appraiser. The property owner may also, at the property owner's cost, obtain an appraisal of the FMV of the property by a certified appraiser. All appraisers referenced in this paragraph (g) shall meet FAA certification standards.

ii. The appraisal(s) will be reviewed by a certified appraiser ("review appraiser") who will generate a written document to accompany the appraisals, which written document is known as the Review Appraiser's Statement ("RAS"). The RAS will provide a full and complete review of the appraisal(s).

iii. The review appraisers shall be determined as follows: The County will provide its list of certified appraisers to the City. The City shall select four (4) appraisers from that list as the pool of potential review appraisers. The County shall select the appraiser to prepare the RAS from the pool of potential review appraisers established by the City.

iv. The RAS will set the FMV for the property. All appraisals and the RAS must be prepared and performed in accordance with: 42 USC Ch. 61, "Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 U.S.C. § 47504(f), "Determination of Fair Market Value of Residential Properties"; and all other applicable state, local and FAA standards.

v. Notwithstanding the foregoing, a property owner participating in the sales assistance program is not required to obtain an appraisal.

vi. The County's Noise Mitigation Plan administrator and the City's designee may mutually agree to modify the provisions hereof as to the method for obtaining and preparing appraisals, so long as such modifications are in accordance with the federal requirements.

Under the Standard Program, the seller will sign and convey a Conveyance and Release Agreement ("CAR Agreement") to the County which will be recorded at the closing of the sale of the property, prior to recording the property deed being conveyed to the new owner. At such closing, all mortgages and liens that are encumbrances on the property must be subordinated to the CAR Agreement. The new property owner will not be eligible for the Voluntary Sales Assistance Program or any sound insulation treatments except for those that may have been previously installed by

the County prior to the closing. The CAR Agreement provided by the owner shall acknowledge receipt of the differential payment by the County as consideration and shall be in the form of the CAR Agreement attached hereto and made a part hereof as **Exhibit A**.

h. The CAR Program. The CAR Program is offered to eligible property owners in light of the limited absorption rate and the resulting length of time required to complete the Standard Program. Eligible property owners who do not want to participate in the Standard Program will be eligible to participate in the CAR Program and receive a benefit payment of either 14.4% or 21.9% of the FMV of the property, as applicable. If the property has participated in the Voluntary Sound Insulation Program, the property owner will be eligible for a 14.4% payment. If the existing monitored interior noise level for habitable areas in a residential unit is below 45 dB, the property owner shall not be eligible to participate in the Voluntary Sound Insulation Program, but will be eligible for a 21.9% payment under the CAR Program. In exchange for the County's payment of the applicable percentage of FMV (i.e., 14.4% or 21.9%), the property owner will sign and convey a CAR Agreement to the County which will be recorded against the property. Under the CAR Program the property owner is required to provide the County with a recordable agreement from all existing mortgagees and lien holders that subordinates their liens to the CAR Agreement. The CAR Agreement provided by the owner shall acknowledge receipt of the applicable percentage payment set forth in this subparagraph as consideration and shall be in the form of the CAR Agreement attached hereto and made a part hereof as **Exhibit A**. Valuation of the FMV of the property shall be consistent with valuation methodology as described in subparagraph (g) above for the Standard Program. The CAR Program will be available to eligible property owners until one year after the Expanded South Runway opens, or six months after either sound insulation is completed on the property or the County notifies the homeowner that the property is not eligible for insulation as provided above, whichever is later.

(iii) Mobile Home Park Acquisition. The County shall pursue voluntary acquisition of the mobile home parks identified in the 2008 ROD.

(iv) No Requirement to Purchase Property. The parties acknowledge and agree that the County is not required to include a purchase assurance program or the use of eminent domain as airport compatibility or noise mitigation measures in the Noise Mitigation Plan for the Expanded South Runway. The County, however, agrees to consider the use of eminent domain if the New Part 150 Study identifies incompatible land uses around the Airport within the City of Dania Beach, and if such eminent domain acquisition is eligible for federal funding.

(c) FAA Approval. The County expressly represents that the FAA has accepted, in general terms, in the 2008 ROD, the Voluntary Sound Insulation Program and the Voluntary Sales Assistance Standard Program. The County acknowledges that the City is entering into this Agreement in reliance upon this representation. The City acknowledges that the County may need to engage in further coordination with the FAA in order to implement the noise mitigation programs in paragraph 2(b), including the development of acceptable procedures for implementing these programs. FAA acceptance of the CAR Program is addressed in paragraph 7 below.

3. County Obligations Upon Litigation Dismissal. Once all actions are dismissed in accordance with Paragraph 7 below, and following the "CAR Approval Date" (as defined in Paragraph 7), the County will: (1) proceed with modifying its Noise Mitigation Plan to include the CAR Program; (2) proceed with implementation of the Voluntary Night Closure process in accordance with Paragraph 2(a), above; and (3) proceed with implementing Paragraphs 4 and 5 below.

4. Land Use and Real Property. The parties have agreed to address properties described as the (a) Escheated Properties, (b) Plats 7 and 8, (c) Trails End, and (d) Other County-Owned Parcels, as follows:

(a) Escheated Properties. The "Escheated Properties" are identified in **Exhibit B**, attached hereto and made a part hereof. The County agrees that for the properties listed in **Exhibit B** that have not already been conveyed by the County prior to the Effective Date (as defined in Paragraph 7 below), if any such properties are subsequently conveyed to the City pursuant to County policy, they will not be restricted to affordable housing use only.

(b) Plats 7 and 8. These parcels are identified as Plat 7 and Plat 8 in **Exhibit C**, attached hereto and made a part hereof. The County agrees to sell the properties unless prohibited by FAA and/or Florida Department of Transportation (FDOT). The County will seek FAA and FDOT approval and/or agreement to sell Plats 7 and 8 within 90 days after the Effective Date, as defined in Paragraph 7 of this Agreement, to the extent that the FAA and FDOT have not already agreed to the sale of those properties. The following procedures will apply to the full extent they are not inconsistent with any applicable FAA or FDOT requirements or guidelines: The County will appraise Plats 7 and 8 within 180 days after FAA and FDOT agreement to the sale of the plats and use the appraised value as an upset price for the plats in a competitive bidding process. The County will offer to sell Plats 7 and 8 in a competitive bidding process in conformance with state law, the County's surplus property disposition procedures, and the requirements of the FAA and FDOT, within ninety (90) days after receipt of appraisals and any required FAA and FDOT sign offs, unless the parties mutually agree in writing to a different schedule (the City Manager and County Director of Aviation are authorized to agree to a different schedule). Plats 7 and 8 shall be conveyed by County Quit-Claim Deed in form attached hereto and made a part hereof as **Exhibit C-1**, and shall be subject to a Declaration of Covenants, Restrictions and Easements, in the form recorded at OR Book 33028, page 679 of the County's public records.

(c) Trails End. The Trails End property is owned by the County and is identified on **Exhibit D**, attached hereto and made a part hereof. Following completion of the Expanded South Runway, the County will seek the input of the City regarding any plans for the utilization of the site.

(d) Other County-Owned Parcels. These parcels are identified on **Exhibit E**, attached hereto and made a part hereof. The County and the City agree to cooperate on the planning for these parcels in order to put them back on the tax rolls of the City. The parties shall review these parcels and agree on a configuration of parcels intended to optimize their marketability in light of the City's applicable IROM zoning.

(i) The County agrees to sell the properties unless prohibited by the FAA and/or FDOT. The County will seek FAA and FDOT approval and/or agreement to sell the properties within 90 days after the Effective Date, to the extent that the FAA and FDOT have not already agreed to the sale of those properties. The following procedures will apply to the full extent they are not inconsistent with any applicable FAA or FDOT requirements or guidelines: The County will appraise the parcels within 180 days after FAA and FDOT agreement to the sale of the parcels and use the appraised value as an upset price for the parcels in a competitive bidding process. The County will offer to sell the parcels in conformance with state law, the County's surplus property disposition procedures, and the requirements of the FAA and FDOT within ninety (90) days after receipt of appraisals and required FAA and FDOT sign-offs, unless the parties mutually agree in writing to a different schedule (the City Manager and County Director of Aviation are authorized to agree to a different schedule). The parcels shall be conveyed by County Quit-Claim Deed in form attached hereto and made a part hereof as **Exhibit C-1**, and shall be subject to a Declaration of Covenants, Restrictions and Easements, in the form recorded at OR Book 33028, page 679 of the County's public records.

(ii) If any of the parcels do not sell in the competitive bidding process, the parties will cooperate to develop a plan for utilization of the parcels at their highest and best use, consistent with Airport operations, and then jointly market the parcels for lease to the extent permitted by

law, to a nongovernmental, for profit entity, with the County as the lessor, within 180 days after the failure of the parcels to sell in the competitive bidding process.

5. Other County Commitments.

(a) The County and City acknowledge that the South Runway Expansion may have exacerbated stormwater management issues near Taylor Road and/or Taylor Lane in Northeast Dania Beach. The County agrees to provide up to \$450,000 (as necessary) in the form of in-kind services to address those issues, which the parties agree is a good faith estimate of the cost of the stormwater management issues in that area resulting from the Expanded South Runway. This commitment is conditioned on timely receipt of plans and information from the City that is sufficient to allow the County to issue appropriate change orders and other instructions to its contractors. This commitment by County is further conditioned on the County's ability to start such work under its existing contracts no later than February 1, 2014.

(b) The County agrees to relocate trees and other vegetation from the Airport and other sites to property located south of Griffin Road, along the southeastern Griffin Road corridor, between I-95 and US Highway 1, in coordination with the City. The County and City agree to jointly seek FDOT's approval to relocate the trees and other vegetation onto FDOT property, and if FDOT does not approve, to find a mutually agreeable location on other property owned by the County. With respect to such relocation of trees and vegetation, the County will not be required to incur any costs associated with City permit fees or fees under the City's "tree removal ordinance" (also referred to as "canopy ordinance"). The City agrees that with respect to such relocation and before the County proceeds with the actual relocation of any trees or any other vegetation, the City will either: (1) waive all costs under the City's canopy ordinance and waive all City permit fees, or (2) reimburse the County for all City permit fees and costs under the City's canopy ordinance, before the County proceeds with the actual relocation of the trees and any other vegetation.

(c) The County agrees to allow the City to erect at City's expense an approved City welcome sign on the soon-to-be-former Hilton property, at a location to be determined by the County. The County agrees to replace the existing welcome sign and associated landscaping at Griffin Road and U.S. Highway 1, at a cost not to exceed \$250,000. The City shall be responsible for the maintenance and any electricity expense of both signs and the associated landscaping. The County agrees that either sign can reference the Airport and its location in proximity to Dania Beach.

(d) The County agrees to maintain the following unincorporated area and the wall located south of Griffin Road, which maintenance shall be performed through the County's Public Works Department: Such area has a west boundary commencing at the west end of the wall that separates Melaleuca Gardens from Griffin Road. The east boundary of such area ends at the FEC Railroad west right of way line. Such area shall consist only of areas located wholly in unincorporated Broward County and wholly within FDOT right of way. Any areas within the jurisdictional boundaries of the City are not included. Within the included area the County will maintain the wall and the associated landscaping that is south of Griffin Road located in the unincorporated area. The County and City agree that County shall assume (subject to FDOT's consent) any obligations owed to FDOT by the City in relation to maintenance of that unincorporated area and County shall be entitled to all contractual payments related to the unincorporated area from FDOT under the City's existing September 16, 1999 agreement with FDOT (to the extent the referenced agreement includes obligations within the City's current municipal boundaries, which obligations will continue to be performed by the City, the contractual payments from FDOT shall be equitably apportioned). The County and City will jointly meet with FDOT to determine the extent of the City's obligations and to seek an assignment by FDOT and the City to the County of the September 16, 1999 agreement between the City and FDOT, or, if appropriate, to terminate or amend such existing agreement and establish a new direct agreement between the County and FDOT. The County's obligation under this paragraph shall not include maintaining the wall or any traffic signalization except to the extent the City has expressly obligated itself to maintain those items pursuant to its September 16, 1999 agreement with FDOT. Additionally, within the above-described unincorporated area, the County

agrees to perform the vegetation and irrigation system maintenance services currently being performed by the City pursuant to the May 15, 1984 "Agreement for Trafficways Beautification" between the City and the County.

(e) The City claims damages of \$556,196.59 resulting from the County's failure to sell Plats 7 and 8 in a timely manner as provided in the 1995 Interlocal Agreement. The damages claimed by the City consist of ad valorem tax revenues that the City would have received from the properties had they been sold by 1998, plus simple interest accruing at the statutory rate set by the Florida Chief Financial Officer in accordance with § 55.03, Florida Statutes. The City's calculation of damages is attached hereto as **Exhibit F**. The County contests this damage claim. The parties have agreed to settle their differences regarding this damage claim by liquidating the damages at \$278,100. The County agrees to pay this liquidated damage claim to the City within 30 days after the date the FAA indicates that this is an approved use of airport revenue (assuming that approval is obtained).

6. City's Obligations. The City acknowledges the importance of the Airport to the transportation network of the region and nationally, and to the economic development of both the County and the City. Accordingly, the City agrees as follows:

(a) The City agrees not to oppose or otherwise challenge, or to provide funds to any other individual or entity for the purpose of opposing or otherwise challenging, any of the Airport development projects identified in subparagraph (b) below, or any development, permit and other approval processes in connection therewith, judicially or administratively, in any local, State or Federal proceeding. The parties acknowledge that nothing in this provision limits the ability of any other person or entity not acting on behalf of or funded by the City to appear, object or oppose any project proposed by the Airport.

(b) The Airport development projects subject to subparagraph (a), above, are those approved in the 2008 ROD, and those identified in the Common Short-Term Redevelopment Scenario, Additive Alternative, or Redevelopment Alternative of the 2010 Approved Airport Master Plan (figures ES-6, ES-7, and ES-8): including without limitation, all activities in connection with the 2008 ROD and those identified in the above-identified 2010 Approved Master Plan alternatives. The Airport development projects identified herein include all activities in connection with those approved in the 2008 ROD and the elements of the 2010 Approved Airport Master Plan identified above.

(c) City's Assistance. The City agrees to assist the County by facilitating open and regular communications with its residents and providing the County with information and data regarding the City and its residents that will assist the County in efficiently and effectively implementing the County's Noise Mitigation Plan, as accepted by the FAA.

(d) City of Dania Beach Airport Compatibility Zoning. The City shall comply with the notice, coordination and compatibility provisions that are contained in the City's current Land Development Code relating to airport compatible land uses and airport compatibility.

7. FAA Approval of CAR Program; Dismissal of Litigation.

(a) If the County fails to obtain written FAA acceptance of the CAR Program, or fails to provide that written acceptance to the City, within 10 calendar days following the date on which this Agreement has been executed by the latter of the two parties, this Agreement shall automatically become null and void, in which event this Agreement shall not be admissible in or used for any purpose in any litigation. The date the FAA provides its written acceptance of the CAR Program is referred to as the "CAR Approval Date." For purposes of this paragraph only, in addition to notice under paragraph 14, notice of the FAA's written acceptance shall be delivered to City Attorney Thomas J. Ansbro, Mayor Walter B. Duke III, and City outside counsel T. Neal McAliley at the following email addresses: tansbro@ci.dania-beach.fl.us, walter@walterduke.com, and nmcaliley@whitecase.com.

(b) Within 3 calendar days following the CAR Approval Date, the City shall file the following documents in the case of Dania Beach v. Broward County, Case No. 93-18222(05) (Broward Circuit Court): (1) a Withdrawal of its Motion to Enforce Stipulated Final Judgment; (2) a Joint Motion to Vacate the Stipulated Final Judgment entered on September 12, 1996 (the City shall represent to the Court that the County joins in the motion); and (3) a Dismissal of the Action, With Prejudice, with each party bearing its own fees and costs. Within 3 calendar days following the CAR Approval Date, the County shall dismiss with prejudice (each party to bear its own fees and costs), the case of Broward County v. City of Dania Beach, Case No. 12-029095 (21) (Broward Circuit Court).

(c) Within 3 calendar days following the CAR Approval Date, the City shall dismiss, with prejudice, its appeal of the judgment in the case styled City of Dania Beach v. U.S. Army Corps of Engineers, Case No. 12-cv-60989 (S.D. Fla.), with each side to bear its own costs and fees.

(d) The date by which all actions identified in subparagraphs (b) and (c) above have been dismissed is referred to as the "Effective Date."

(e) Upon the Effective Date, the City and County hereby mutually release any and all claims they may have against the other party or against any of the other party's current or former officials or employees, in connection with, resulting from, or relating to the Expanded South Runway and related work at the Airport. The parties retain the right to sue for any alleged breach of this Agreement.

8. 1995 Interlocal Agreement. This Agreement supersedes and replaces the 1995 Interlocal Agreement in every respect, and therefore the 1995 Interlocal Agreement is of no further force or effect.

9. The parties agree, to the full extent permitted by law, that as between the City and the County, the County shall be the local government with exclusive jurisdiction over the Airport. "Exclusive jurisdiction" shall be construed to include, but shall not be limited to, power to issue any and all development approvals for lands and projects within the Airport boundary, as expanded by land acquisition in connection with the Expanded South Runway. Nothing in this paragraph cedes or relinquishes the City's governmental authority or power over land within the City's municipal boundaries. However, to the full extent permissible under applicable law, the City agrees to promptly issue all necessary permits and site plan approvals for the Expanded South Runway and related mitigation programs addressed herein including, specifically, permits, site plan approvals and other required approvals related to:

(a) Hilton Hotel's use of adjacent County-owned land (f/k/a LaPointe Parcel) for surface parking;

(b) Demolition of the Hilton parking garage and hotel, and demolition of any structures located at the properties known as Dania Boat Sales/Lapointe and Atlantic Village Marina, in furtherance of the Expanded South Runway project;

(c) Construction of storm water system improvements along Taylor Road (east of U.S. 1) and other Taylor Road and NE 10th Street improvements undertaken in connection with the Expanded South Runway;

(d) Installation of signage and landscaping along Griffin Road, including relocation of trees and other vegetation from the Airport and other sites to property located south of Griffin Road, along the southeastern Griffin Road corridor, and between I-95 and US Highway 1;

(e) Implementation of the Noise Mitigation Plan, including Sound Insulation installation;

(f) Voluntary acquisition of the mobile home parks identified in the 2008 ROD, including relocation, demolition or disposal of units/structures thereon, and the future development and use of the parcels;

(g) Any permits or approvals necessary to construct the Expanded South Runway or any Airport development projects not expressly listed in this paragraph but listed in paragraph 6(b) of this Agreement; and

(h) All permits and approvals necessary to keep already-issued permits in good standing that are related to the Expanded South Runway project or any Airport development projects not expressly listed in this paragraph but listed in paragraph 6(b) of this Agreement.

10. The parties hereto agree that all legal requirements or prerequisites pertaining to the execution of this Agreement have been performed.

11. The County represents and warrants to the City that the County has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Interlocal Agreement; that the County's execution, delivery and performance of this Interlocal Agreement have been duly authorized; and that this Interlocal Agreement constitutes a valid and binding obligation of the County.

12. The City represents and warrants to the County that the City has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Interlocal Agreement; that the City's execution, delivery and performance of this Interlocal Agreement have been duly authorized; and that this Interlocal Agreement constitutes a valid and binding obligation of the City.

13. This Interlocal Agreement shall be governed by and construed in accordance with Florida law, and supersedes all prior oral or written agreements between the parties concerning or relating to their dispute over the Expanded South Runway project, and may not be modified or amended unless in writing following approval by both the Board of County Commissioners of Broward County and the Commission of the City of Dania Beach.

14. Notice. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier with receipt acknowledgment, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Paragraph 14. All notices, approvals and consents required hereunder must be in writing to be effective. For the present, the parties designate the following:

CITY OF DANIA BEACH

City Manager
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

BROWARD COUNTY

County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, FL 33301

With a copy to:

Director of Aviation
Broward County Aviation Department
2200 SW 45 Street, Suite 101
City of Dania Beach, FL 33312

15. Operative Date. This Interlocal Agreement shall become operative upon execution by both parties.

[End of text: signatures on following pages]

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, duly authorized to execute same by Board action on Nov. 19, 2013, and the CITY OF DANIA, signing by and through its Mayor, duly authorized to execute same.


Broward County Administrator, as Ex-officio Clerk
of the Broward County Board of Commissioners



COUNTY

BROWARD COUNTY, by and through its Board of
County Commissioners

By: 
Mayor

19th day of November, 2013

Approved as to form by
Office of the County Attorney
for Broward County, Florida
Joni Armstrong Coffey, County Attorney
Government Center, Suite 423
115 South Andres Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: 
Christine C. Lee,
Senior Assistant County Attorney

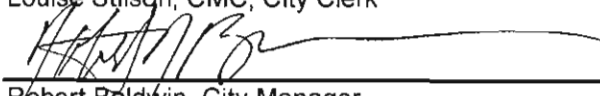
WITNESSES:

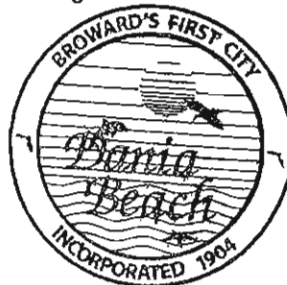




ATTEST: .


 11-12-13
Louise Stilson, CMC, City Clerk


Robert Baldwin, City Manager



CITY

CITY OF DANIA BEACH, FLORIDA

By: 
Name: Walter B. Duke, III
Title: Mayor

Approved as to form:


Thomas J. Ansbrosio, City Attorney

EXHIBIT A
CONVEYANCE AND RELEASE AGREEMENT

This CONVEYANCE AND RELEASE AGREEMENT ("Agreement") is executed this ____ day of _____, 20____, by _____ ("Property Owner"), with a mailing address of _____, in favor of BROWARD COUNTY, a political subdivision of the state of Florida, with a mailing address of 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301 ("County").

W I T N E S S E T H:

WHEREAS, County is the owner of the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida (the "Airport"); and

WHEREAS, Property Owner is the owner of certain property located in Broward County, Florida, as described on **Exhibit A**, attached hereto and made a part hereof (the "Property"); and

WHEREAS, Property Owner desires to participate in the County's Voluntary Sales Assistance Program (the "Sales Assistance Program"), a Federal Aviation Administration approved noise mitigation program; and

WHEREAS, under the County's Sales Assistance Program, eligible residential property owners whose property lies within certain defined Airport noise impacted areas may receive a payment from the County in return for execution of a Conveyance and Release Agreement by the property owner; and

WHEREAS, Property Owner has elected to participate in the County's Sales Assistance Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. In consideration of Property Owner's receipt from the County of a payment of _____ Dollars (\$_____) (the "County Payment"), the Property Owner does hereby grant and convey to the County, to have and to hold same, for its use and benefit as owner and operator of the Airport, the property interests and rights included in this Conveyance and Release Agreement (the "Agreement"), for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and all other rights appurtenant to the property interests and rights in the Property that are hereby granted by Property Owner to the County. This Agreement shall be recorded against the Property. This Agreement shall run with the Property for the benefit of the County, its commissioners, officers, agents, servants, employees, lessees, successors and assigns, and all persons

and entities claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "County"), until said Airport shall cease to be used for airport purposes.

3. The Property Owner, for and in consideration of receipt of the County Payment hereby grants, covenants, and agrees as an appurtenance to the Property, as follows:

(a) The County shall have a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future over and above the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft over, through, and above the Property and the taking off and landing of aircraft at the Airport. Property Owner agrees that Property Owner, its heirs, personal representatives, successors, agents, assigns, and all persons and entities acquiring title to, or use of, any interest in the Property, or any portion of said Property, including without limitation, tenants, cohabitants, guests and invitees, and all persons and entities claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "Property Owner") shall have no right to, and hereby waive and release all right to receive any damages from the County on account of noise, vibrations, aircraft lights, fumes, dust or other particulate matter, fuel particles, fear, interference with sleep, enjoyment and communication and any and all other effects that may be alleged to be incident to or resulting from any aircraft flying over the Property, or from the operation of aircraft landing or taking off or operating lawfully from the Airport. Property Owner does hereby waive and release the County of and from any and all claims, demands, debts, liabilities and causes of action of every kind or nature which Property Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property or persons or property thereon, due to any of the effects, activities, and incidents described above. The Property Owner hereby agrees that aircraft of any and all kinds as may, now or in the future use the Airport, shall have a continuing public right of free, unrestricted, and unobstructed flight over, through, and across the airspace over the Property together with the right to cause such effects upon the Property as may normally result from the over flight of aircraft and the taking off and landing of aircraft at the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport and the proposed maximum theoretical use of the expanded 10R/28L runway.

(b) Property Owner further agrees that Property Owner shall not allow any intrusion into, or encroachment upon, or any obstruction into the airspace above the Property that exceeds sixty (60) feet in elevation above the ground surface of the Property. Property Owner agrees that no buildings, structures, improvements or vegetation exceeding sixty (60) feet in elevation shall be permitted to be located, constructed or remain on the Property, now or in the future.

(c) Property Owner agrees that the County shall have the right to prevent

the erection or growth upon the Property of any building or other structure, tree or other vegetation, or any other object, whether natural or man-made that might now or in the future, extend into the airspace over the Property that is above sixty (60) feet in elevation from the ground surface of the Property. County may remove from said air space, or at the sole option of the County, as an alternative, mark and light as an obstruction to air navigation, any such building, structure, tree, vegetation, or other object now upon, or which in the future may be upon, the Property. Property Owner agrees that the County shall have the right to enter upon the Property to trim any trees and any other vegetation which exceed the above elevation, or to remove, mark or light as an obstruction any such building, structure, tree, vegetation or other such object, all at County's sole expense. Any such entry by the County shall be at reasonable hours and with reasonable notice to Property Owner and the County shall remove any limbs, wood or other debris generated by its entry so as not to interfere with Property Owner's continuing use of the Property.

(d) Nothing in this Agreement waives any of the Property Owner's rights for redress from any intentional tort, willful misconduct, unlawful activity or gross negligence. This provision does not create a waiver of sovereign immunity different than as provided by law.

4. As used in this Agreement, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, for the purpose of transporting persons or property through the air, by whoever owned or operated.

5. It is agreed by and between the Property Owner and the County that the covenants, rights, privileges and provisions of this Agreement shall run with the land, and that, for the purposes of this instrument, the Property and all portions thereof shall be the servient estate and the Airport shall be the dominant estate. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document, in recordable form, executed by the Property Owner and the Broward County Board of County Commissioners (hereinafter referred to as the "Board"). If any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained. This document shall be construed in accordance with the laws of the State of Florida and venue shall be Broward County, Florida. The remedies of injunction and specific enforcement shall be available to the parties to enforce this Agreement, as well as all other remedies that may be available at law and in equity.

6. Property Owner represents to the County that the Property Owner is the owner in fee simple of the Property described above and that Property Owner has a legal and valid right to execute this Agreement.

7. Effective Date and Termination Date. This Agreement shall become effective upon recordation in the public records of Broward County, Florida. The term of this Agreement shall commence upon recordation hereof and shall terminate on the date upon which the Airport shall cease to be used for airport purposes.

IN WITNESS WHEREOF, the parties have made and executed this Conveyance and Release Agreement on the respective dates under each signature: BROWARD COUNTY through its Director of Aviation duly authorized to execute same by Board action on the ____ date of _____, 20__, and _____, as PROPERTY OWNER, duly authorized to execute same.

COUNTY

Signed, sealed and delivered
in the presence of:

BROWARD COUNTY, through its
Director of Aviation

Name

By _____

Director of Aviation

____ day of _____, 20__

Name

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

Attorney's Name (Date)
Senior/Assistant County Attorney

CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

PROPERTY OWNER

Signed, sealed and delivered
in the presence of:

PROPERTY OWNER:

Name typed or printed

Dated: _____

Name typed or printed

Dated: _____

CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Director of Aviation, on behalf of Broward County, a political subdivision of the State of Florida, who is personally known to me or who has produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida At Large

My Commission Expires:

Commission Number: _____

(SEAL)

Exhibit B - Escheated Properties **Broward County Property Owner in Dania Beach**

1 - 504233010080		5 - 504234010720		9 - 504234060870	
2 - 504233010110		6 - 504234010760		10 - 504234300230	
3 - 504233010130		7 - 504234060260		11 - 504234300240	
4 - 504233150080		8 - 504234060670		12 - 504234300250	



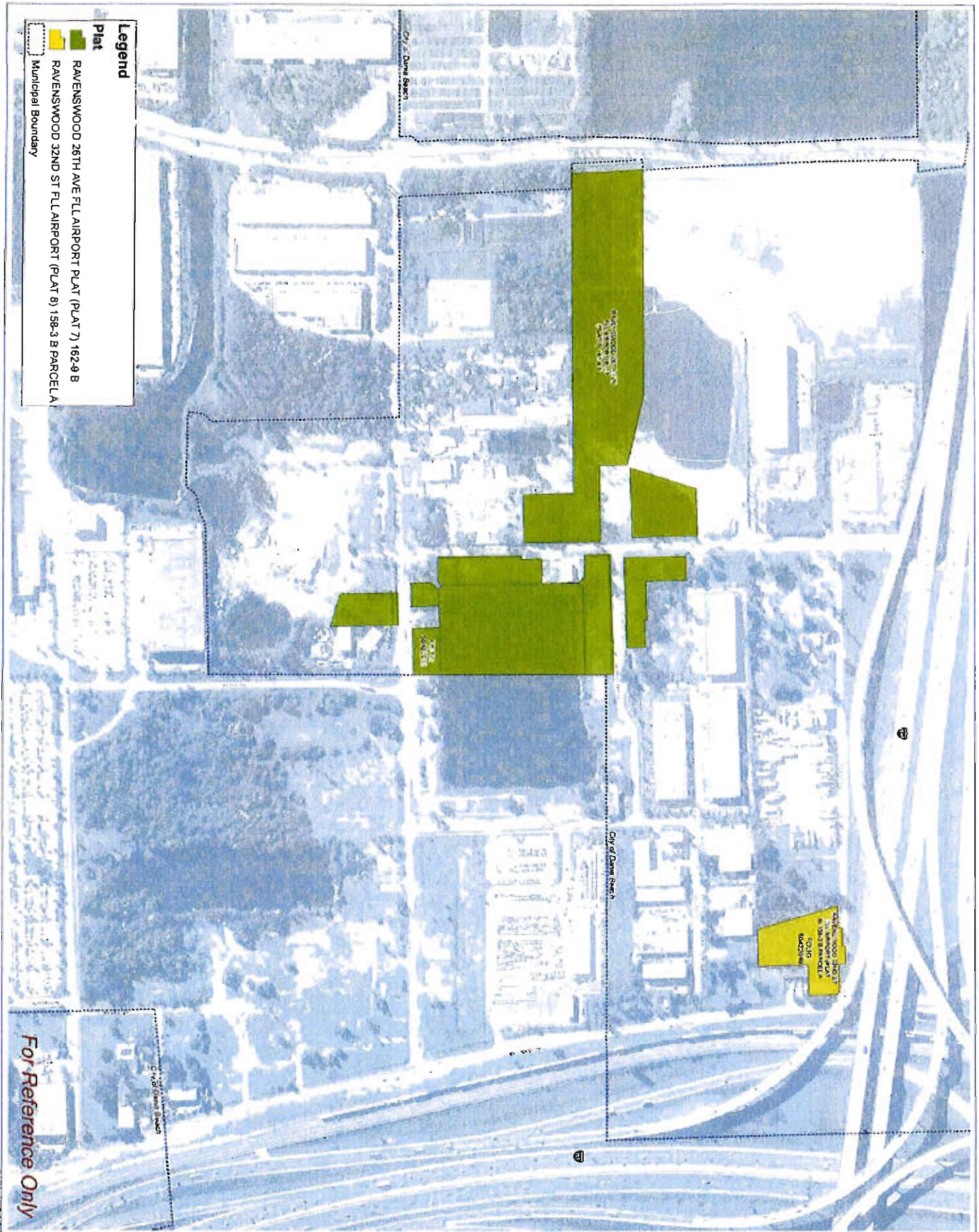


EXHIBIT C-1

COUNTY DEED

(Pursuant to Section 125.411, Florida Statutes)

THIS DEED, made this _____ day of _____ 20__, by BROWARD COUNTY, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida, and _____, a _____ ("Grantee"), whose mailing address is _____.

WITNESSETH:

That Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, the real property described on Exhibit A, attached hereto and made a part hereof ("Property"), lying and being in Broward County, Florida.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property, including any rules and regulations which may be imposed by the Federal Aviation Administration (or any successor agency) or the Florida Department of Transportation (or any successor agency) designating any limitation on the uses of property located in the vicinity of an airport; all easements and other matters of record; taxes for the year of closing and subsequent years; and that certain Declaration of Covenants, Restrictions and Easements, recorded in Official Records Book _____, pages ____ through ____, of the Public Records of Broward County, Florida, the terms, conditions and provisions of which are hereby incorporated herein and made a part hereof by this reference.

The term "GRANTOR" and "GRANTEE" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.

EXHIBIT C-1
(CONTINUED)

IN WITNESS WHEREOF, BROWARD COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward County,
Florida

By: _____

_____ day of _____, 20__

Approved as to form by

Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Christine C. Lee
Senior Assistant County Attorney



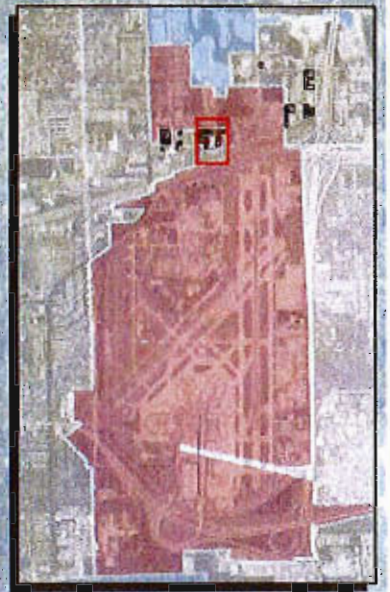
Legend



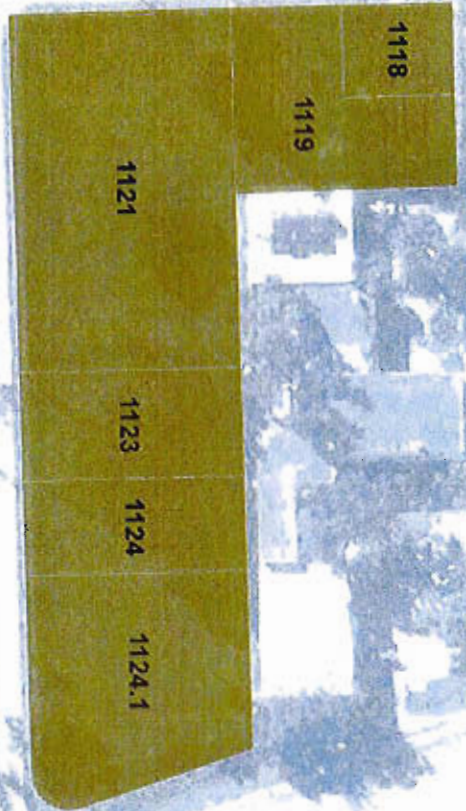
TRAILS END FLL AIRPORT PLAT (PLAT 5) 162-40 B

Municipal Boundary

For Reference Only



SW 22ND TER



SW 39TH ST




SW 22ND AVE




ANGELERS AVE
RAYCEN ROAD RD

Dania Beach
Broward County

Legend

 BCAD Property

 Municipal Boundary

For Reference Only



AVIATION DEPARTMENT
Planning & Development Division
100 Aviation Boulevard
Fort Lauderdale, FL 33315
P: 954-355-6111 F: 954-355-1335
www.broward.org/airport



BCAD Property within the City of Dania Beach Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)





Legend

-  BCAD Property
-  Municipal Boundary



For Reference Only



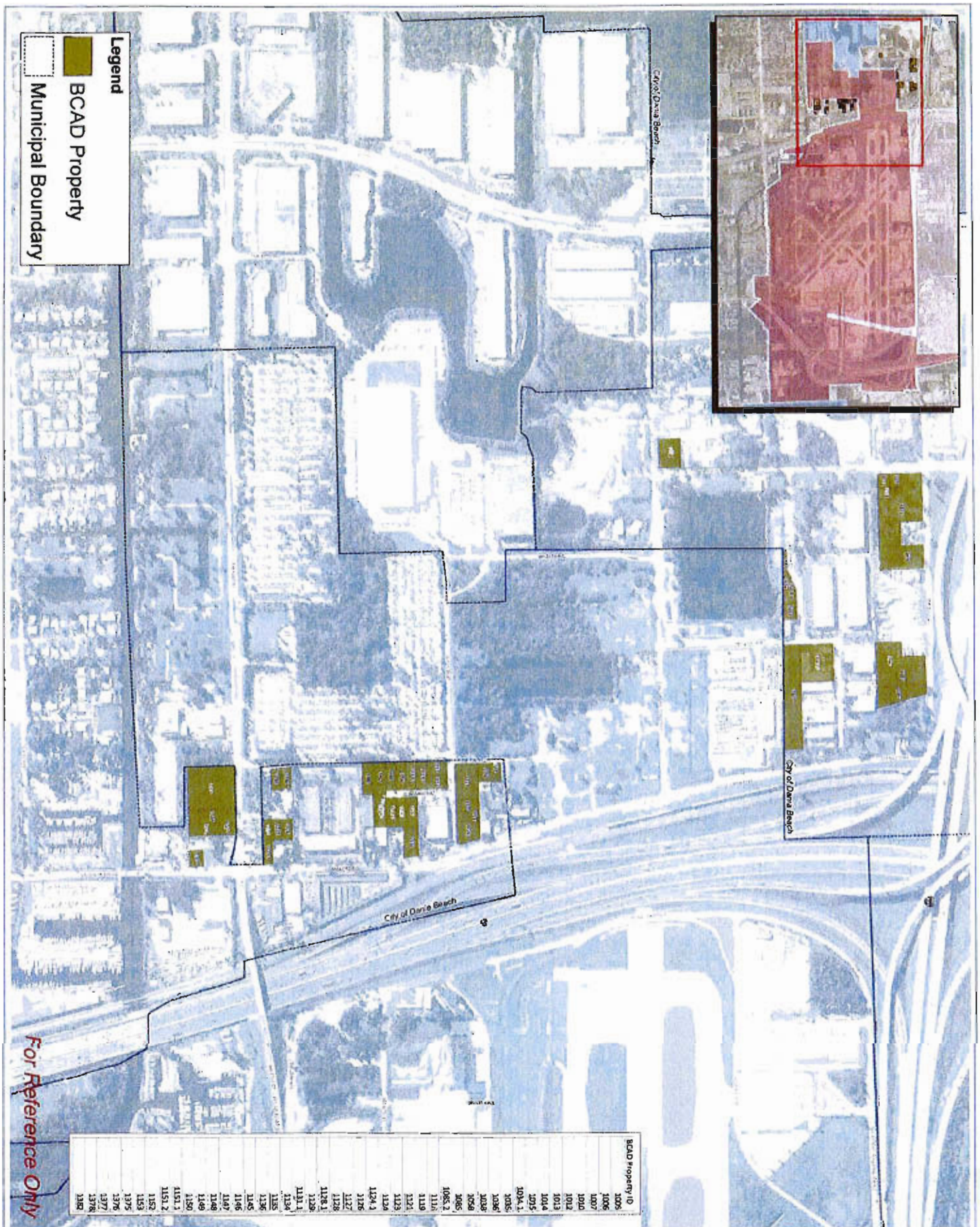
AVIATION DEPARTMENT
Planning & Development Division
100 Aviation Boulevard
Fort Lauderdale, FL 33325
P 954-358-6171 F 954-358-1325
www.broward.org/airport

BCAD Property within the City of Dania Beach

Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)







Legend

- BCAD Property
- Municipal Boundary

Dania Beach
Hollywood

COLLINS RD SW 36TH ST



1058

SW 26TH TER TRAV RD

For Reference Only

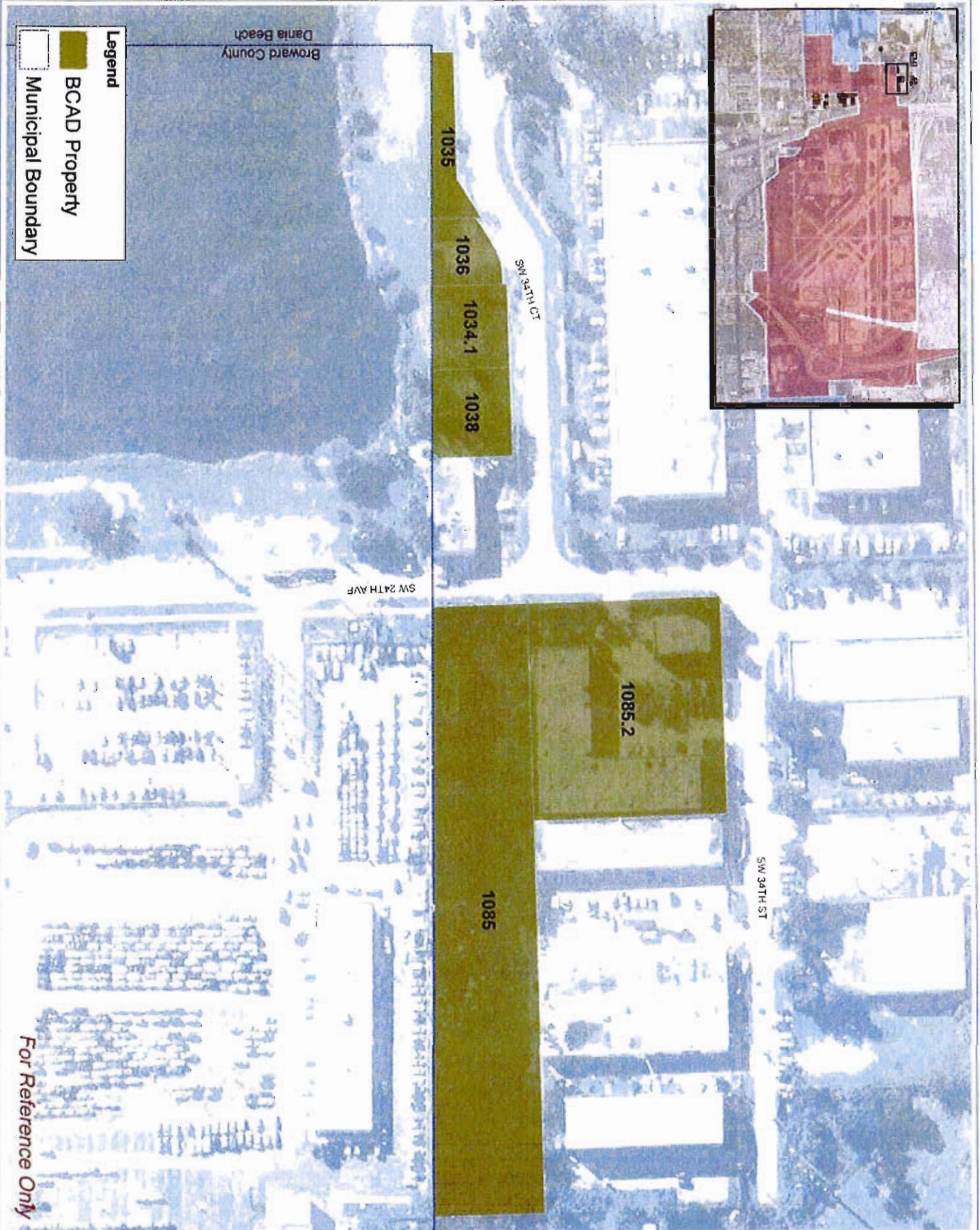
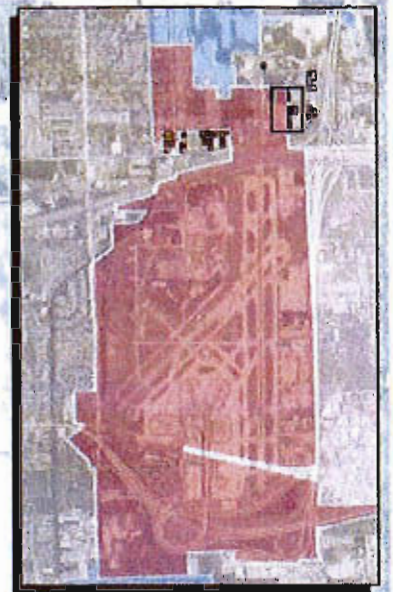


AVIATION DEPARTMENT
Planning & Development Division
100 Airline Boulevard
Fort Lauderdale, FL 33315
P: 564-325-8171 F: 564-325-1332
www.broward.org/airport

BCAD Property within the City of Dania Beach Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)





Legend

BCAD Property

Municipal Boundary

Broward County
Dania Beach

SW 24TH AVF

SW 24TH CT

SW 34TH ST

For Reference Only

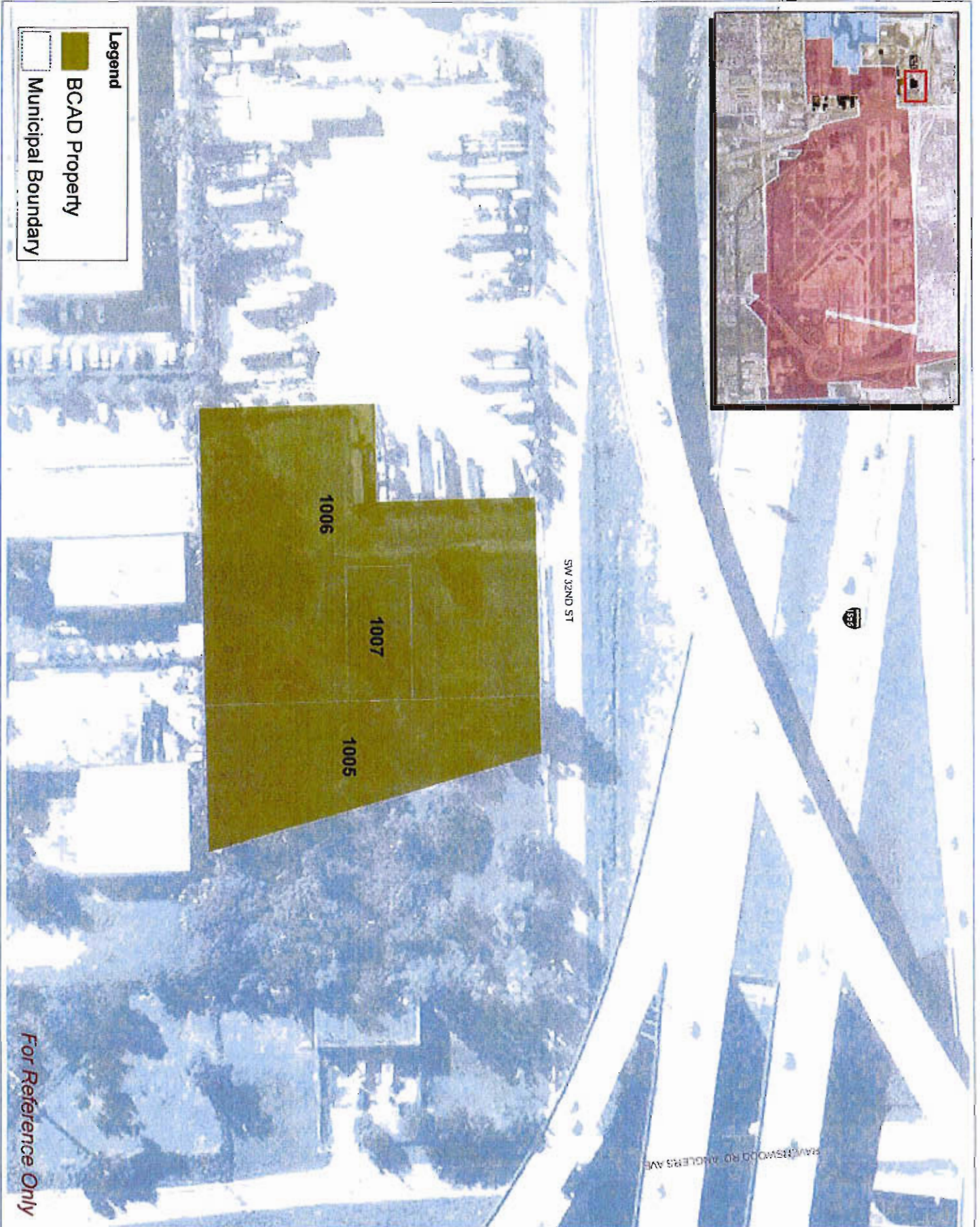


AVIATION DEPARTMENT
Planning & Development Division
100 Seaboard Boulevard
Fort Lauderdale, FL 33316
P. 954-359-6171 F. 954-359-1335
www.broward.org/airport

BCAD Property within the City of Dania Beach Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)





For Reference Only





TRAN

79

SW 3RD ST

SW 3RD ST

Legend

- BCAD Property
- Municipal Boundary



For Reference Only



AVIATION DEPARTMENT
Planning & Development Division
100 Airborn Boulevard
Fort Lauderdale, FL 33315
P 954-259-4111 F 954-259-1325
www.broward.org/airport

BCAD Property within the City of Dania Beach

Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)

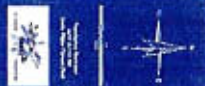


Exhibit F: Damage Calculation Related to Failure to Sell Plats 7 and 8

Basis of Claim

The properties referred to as “Plats 7 and 8” are multiple parcels of land located west of Interstate 95 within the municipal limits of the City of Dania Beach. They were acquired by Broward County from private owners in the late 1980s for airport noise compatibility purposes using federal Airport Improvement Program funds. Acquisition by Broward County made the properties immune from ad valorem taxation by the City of Dania Beach.

In 1995, Broward County agreed to return Plats 7 and 8 to the City’s tax rolls. The 1995 Interlocal Agreement between Broward County and the City of Dania Beach, Paragraph 11.C, states, in relevant part, “County agrees, following approval and recordation of Plats ... 7 and 8, to offer Plats ... 7 and 8 for sale or exchange in accordance with the requirements of Florida Statutes and the FAA, so that such lands may be returned to the tax rolls of the City. It is the parties’ intent that such lands be offered for sale as soon as practicable after plat recordation, considering the prevailing market conditions.”

Plat 7 was approved and recorded in December 1996. Plat 8 was approved and recorded in March 1995. However, in the 17 years since both Plats 7 and 8 were approved and recorded, Broward County never offered those properties for sale or exchange. As a result, the City of Dania Beach has not collected ad valorem property taxes on those properties.

The City of Dania Beach believes it is entitled to damages for breach of this provision of the 1995 Interlocal Agreement. The City believes that Broward County should have offered Plats 7 and 8 for sale or exchange in 1997, which would have started to generate ad valorem tax revenue in 1998. The City calculates its damages by determining the lost ad valorem taxes each year, and then determining the lost simple interest on the missing taxes. The lost taxes for each year are determined by multiplying the tax assessed value of the properties annually by the applicable City ad valorem millage rate. The lost interest is calculated at a statutory rate set by the Florida Chief Financial Officer in accordance with § 55.03, Florida Statutes.

Total lost taxes from Plats 7 and 8 for 1998-2012: \$389,163.10

Totals per year:

- 1998: \$15,577.64
- 1999: \$15,577.64
- 2000: \$14,888.13
- 2001: \$15,577.64
- 2002: \$16,318.22

- 2003: \$13,202.44
- 2004: \$23,789.21
- 2005: \$30,584.32
- 2006: \$32,654.51
- 2007: \$31,905.52
- 2008: \$31,953.83
- 2009: \$35,679.20
- 2010: \$37,078.62
- 2011: \$37,112.48
- 2012: \$37,263.76

Interest on the 1998 Real Estate Taxes (\$15,577.64): The 1998 real estate taxes are due to Broward County by April 1, 1999. So, the date that the 1998 real estate taxes became due was April 1, 1999, and interest should be calculated from that date for the 1998 real estate taxes. The annual interest rate for 1999 was 10%, and the daily rate as a decimal was .0002740. There were 274 days between April 1, 1999 and December 31, 1999. Thus, the accrued interest for the 1998 real estate taxes due on April 1, 1999 from April 1, 1999 through December 31, 1999 was: $274 \times .0002740 \times \$15,577.64 = \$1,169.51$. Interest on the 1998 amount is listed below for each year:

- April 1, 1999 – December 31, 1999: Total interest due: \$1,169.51
- 2000 (interest rate is 10%): Total Interest Due: \$1,557.64
- 2001 (interest rate is 11%): \$1,713.54
- 2002 (interest rate is 9%): \$1,401.99
- 2003 (interest rate is 6%): \$934.66
- 2004 (interest rate is 7%): \$1,090.43
- 2005 (interest rate is 7%): \$1,090.43
- 2006 (interest rate is 9%): \$1,401.99
- 2007 (interest rate is 11%): \$1,713.54
- 2008 (interest rate is 11%): \$1,713.54

- 2009 (interest rate is 8%): \$1,246.21
- 2010 (interest rate is 6%): \$934.66
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$696.58
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$184.48
- 2012 (interest rate is 4.75%): \$739.94
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$551.40

Total Pre-Judgment Interest for 1998 Real Estate Taxes: \$18,140.54

Interest on the 1999 Real Estate Taxes (\$15,577.64): The 1999 real estate taxes are due to Broward County by April 1, 2000. So, the date that the 1999 real estate taxes became due was April 1, 2000, and interest should be calculated from that date for the 1999 real estate taxes. The annual interest rate for 2000 was 10%, and the daily rate as a decimal was .0002740. There were 274 days between April 1, 2000 and December 31, 2000. Thus, the accrued interest for the 1999 real estate taxes due on April 1, 2000 from April 1, 2000 through December 31, 2000 was: $274 \times .0002740 \times \$15,577.64 = \$1,169.51$. Interest on the 1999 amount is listed below for each year:

- April 1, 2000 – December 31, 2000: Total interest due: \$1,169.51
- 2001 (interest rate is 11%): \$1,713.54
- 2002 (interest rate is 9%): \$1,401.99
- 2003 (interest rate is 6%): \$934.66
- 2004 (interest rate is 7%): \$1,090.43
- 2005 (interest rate is 7%): \$1,090.43
- 2006 (interest rate is 9%): \$1,401.99
- 2007 (interest rate is 11%): \$1,713.54
- 2008 (interest rate is 11%): \$1,713.54
- 2009 (interest rate is 8%): \$1,246.21
- 2010 (interest rate is 6%): \$934.66
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$696.58
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$184.48

- 2012 (interest rate is 4.75%): \$739.94
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$551.40

Total Pre-Judgment Interest for 1999 Real Estate Taxes: \$16,582.90

Interest on the 2000 Real Estate Taxes (\$14,888.13): The 2000 real estate taxes are due to Broward County by April 1, 2001. So, the date that the 2000 real estate taxes became due was April 1, 2001, and interest should be calculated from that date for the 2000 real estate taxes. The annual interest rate for 2001 was 11%, and the daily rate as a decimal was .0003014. There were 274 days between April 1, 2001 and December 31, 2001. Thus, the accrued interest for the 2000 real estate taxes due on April 1, 2001 from April 1, 2001 through December 31, 2001 was: $274 \times .0003014 \times \$14,888.13 = \$1,229.51$. Interest on the 2000 amount is listed below for each year:

- April 1, 2001 – December 31, 2001: Total interest due: \$1,229.51
- 2002 (interest rate is 9%): \$1,339.93
- 2003 (interest rate is 6%): \$893.29
- 2004 (interest rate is 7%): \$1,042.17
- 2005 (interest rate is 7%): \$1,042.17
- 2006 (interest rate is 9%): \$1,339.93
- 2007 (interest rate is 11%): \$1,637.69
- 2008 (interest rate is 11%): \$1,637.69
- 2009 (interest rate is 8%): \$1,191.05
- 2010 (interest rate is 6%): \$893.29
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$665.75
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$ 176.31
- 2012 (interest rate is 4.75%): \$ 707.19
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$527.00

Total Pre-Judgment Interest for 2000 Real Estate Taxes: \$14,322.97

Interest on the 2001 Real Estate Taxes (\$15,577.64): The 2001 real estate taxes are due to Broward County by April 1, 2002. So, the date that the 2001 real estate taxes became due was

April 1, 2002, and interest should be calculated from that date for the 2001 real estate taxes. The annual interest rate for 2002 was 9%, and the daily rate as a decimal was .0002466. There were 274 days between April 1, 2002 and December 31, 2002. Thus, the accrued interest for the 2001 real estate taxes due on April 1, 2002 from April 1, 2002 through December 31, 2002 was: $274 \times .0002466 \times \$15,577.64 = \$1,052.56$. Interest on the 2001 amount is listed below for each year:

- April 1, 2002 – December 31, 2002: Total interest due: \$1,052.56
- 2003 (interest rate is 6%): \$934.66
- 2004 (interest rate is 7%): \$1,090.43
- 2005 (interest rate is 7%): \$1,090.43
- 2006 (interest rate is 9%): \$1,401.99
- 2007 (interest rate is 11%): \$1,713.54
- 2008 (interest rate is 11%): \$1,713.54
- 2009 (interest rate is 8%): \$1,246.21
- 2010 (interest rate is 6%): \$934.66
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$696.58
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$184.48
- 2012 (interest rate is 4.75%): \$739.94
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$551.40

Total Pre-Judgment Interest for 2001 Real Estate Taxes: \$13,350.42

Interest on the 2002 Real Estate Taxes (\$16,318.22): The 2002 real estate taxes are due to Broward County by April 1, 2003. So, the date that the 2002 real estate taxes became due was April 1, 2003, and interest should be calculated from that date for the 2002 real estate taxes. The annual interest rate for 2003 was 6%, and the daily rate as a decimal was .0001644. There were 274 days between April 1, 2003 and December 31, 2003. Thus, the accrued interest for the 2002 real estate taxes due on April 1, 2003 from April 1, 2003 through December 31, 2003 was: $274 \times .0001644 \times \$16,318.22 = \$735.06$. Interest on the 2002 amount is listed below for each year:

- April 1, 2003 – December 31, 2003: Total interest due: \$735.06
- 2004 (interest rate is 7%): \$1,142.27
- 2005 (interest rate is 7%): \$1,142.27

- 2006 (interest rate is 9%): \$1,468.64
- 2007 (interest rate is 11%): \$1,795.00
- 2008 (interest rate is 11%): \$1,795.00
- 2009 (interest rate is 8%): \$1,305.46
- 2010 (interest rate is 6%): \$979.09
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$729.70
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$193.25
- 2012 (interest rate is 4.75%): \$775.12
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$577.62

Total Pre-Judgment Interest for 2002 Real Estate Taxes: \$12,638.48

Interest on the 2003 Real Estate Taxes (\$13,202.44): The 2003 real estate taxes are due to Broward County by April 1, 2004. So, the date that the 2003 real estate taxes became due was April 1, 2004, and interest should be calculated from that date for the 2003 real estate taxes. The annual interest rate for 2004 was 7%, and the daily rate as a decimal was .0001918. There were 274 days between April 1, 2004 and December 31, 2004. Thus, the accrued interest for the 2003 real estate taxes due on April 1, 2004 from April 1, 2004 through December 31, 2004 was: $274 \times .0001918 \times \$13,202.44 = \$693.83$. Interest on the 2003 amount is listed below for each year:

- April 1, 2004 – December 31, 2004: Total interest due: \$693.83
- 2005 (interest rate is 7%): \$924.17
- 2006 (interest rate is 9%): \$1,188.22
- 2007 (interest rate is 11%): \$1,452.27
- 2008 (interest rate is 11%): \$1,452.27
- 2009 (interest rate is 8%): \$1,056.19
- 2010 (interest rate is 6%): \$792.15
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$590.37
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$156.35
- 2012 (interest rate is 4.75%): \$627.11

- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$467.33

Total Pre-Judgment Interest for 2003 Real Estate Taxes: \$9,400.26

Interest on the 2004 Real Estate Taxes (\$23,789.21): The 2004 real estate taxes are due to Broward County by April 1, 2005. So, the date that the 2004 real estate taxes became due was April 1, 2005, and interest should be calculated from that date for the 2004 real estate taxes. The annual interest rate for 2005 was 7%, and the daily rate as a decimal was .0001918. There were 274 days between April 1, 2005 and December 31, 2005. Thus, the accrued interest for the 2004 real estate taxes due on April 1, 2005 from April 1, 2005 through December 31, 2005 was: $274 \times .0001918 \times \$23,789.21 = \$1,250.20$. Interest on the 2004 amount is listed below for each year:

- April 1, 2005 – December 31, 2005: Total interest due: \$1,250.20
- 2006 (interest rate is 9%): \$2,141.03
- 2007 (interest rate is 11%): \$2,616.81
- 2008 (interest rate is 11%): \$2,616.81
- 2009 (interest rate is 8%): \$1,903.14
- 2010 (interest rate is 6%): \$1,427.35
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,063.78
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$281.72
- 2012 (interest rate is 4.75%): \$1,129.99
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$842.07

Total Pre-Judgment Interest for 2004 Real Estate Taxes: \$15,272.90

Interest on the 2005 Real Estate Taxes (\$30,584.32): The 2005 real estate taxes are due to Broward County by April 1, 2006. So, the date that the 2005 real estate taxes became due was April 1, 2006, and interest should be calculated from that date for the 2005 real estate taxes. The annual interest rate for 2006 was 9%, and the daily rate as a decimal was .0002466. There were 274 days between April 1, 2006 and December 31, 2006. Thus, the accrued interest for the 2005 real estate taxes due on April 1, 2006 from April 1, 2006 through December 31, 2006 was: $274 \times .0002466 \times \$30,584.32 = \$2,066.53$. Interest on the 2005 amount is listed below for each year:

- April 1, 2006 – December 31, 2006: Total interest due: \$2,066.53
- 2007 (interest rate is 11%): \$3,364.27

- 2008 (interest rate is 11%): \$3,364.27
- 2009 (interest rate is 8%): \$2,446.74
- 2010 (interest rate is 6%): \$1,835.06
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,367.63
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$362.19
- 2012 (interest rate is 4.75%): \$1,452.75
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,082.60

Total Pre-Judgment Interest for 2005 Real Estate Taxes: \$17,342.04

Interest on the 2006 Real Estate Taxes (\$32,654.51): The 2006 real estate taxes are due to Broward County by April 1, 2007. So, the date that the 2006 real estate taxes became due was April 1, 2007, and interest should be calculated from that date for the 2006 real estate taxes. The annual interest rate for 2007 was 11%, and the daily rate as a decimal was .0003014. There were 274 days between April 1, 2007 and December 31, 2007. Thus, the accrued interest for the 2006 real estate taxes due on April 1, 2007 from April 1, 2007 through December 31, 2007 was: $274 \times .0003014 \times \$32,654.51 = \$2,696.73$. Interest on the 2006 amount is listed below for each year:

- April 1, 2007 – December 31, 2007: Total interest due: \$2,696.73
- 2008 (interest rate is 11%): \$3,592.00
- 2009 (interest rate is 8%): \$2,612.36
- 2010 (interest rate is 6%): \$1,959.27
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,460.20
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$386.71
- 2012 (interest rate is 4.75%): \$1,551.09
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,155.88

Total Pre-Judgment Interest for 2006 Real Estate Taxes: \$15,418.24

Interest on the 2007 Real Estate Taxes (\$31,905.52): The 2007 real estate taxes are due to Broward County by April 1, 2008. So, the date that the 2007 real estate taxes became due was April 1, 2008, and interest should be calculated from that date for the 2007 real estate taxes. The annual interest rate for 2008 was 11%, and the daily rate as a decimal was .0003014. There were

274 days between April 1, 2008 and December 31, 2008. Thus, the accrued interest for the 2007 real estate taxes due on April 1, 2008 from April 1, 2008 through December 31, 2008 was: $274 \times .0003014 \times \$31,905.52 = \$2,634.87$. Interest on the 2007 amount is listed below for each year:

- April 1, 2008 – December 31, 2008: Total interest due: \$2,634.87
- 2009 (interest rate is 8%): \$2,552.44
- 2010 (interest rate is 6%): \$1,914.33
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,426.71
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$377.84
- 2012 (interest rate is 4.75%): \$1,515.51
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,129.37

Total Pre-Judgment Interest for 2007 Real Estate Taxes: \$11,551.07

Interest on the 2008 Real Estate Taxes (\$31,953.83): The 2008 real estate taxes are due to Broward County by April 1, 2009. So, the date that the 2008 real estate taxes became due was April 1, 2009, and interest should be calculated from that date for the 2008 real estate taxes. The annual interest rate for 2009 was 8%, and the daily rate as a decimal was .0002192. There were 274 days between April 1, 2009 and December 31, 2009. Thus, the accrued interest for the 2008 real estate taxes due on April 1, 2009 from April 1, 2009 through December 31, 2009 was: $274 \times .0002192 \times \$31,953.83 = \$$. Interest on the 2008 amount is listed below for each year:

- April 1, 2009 – December 31, 2009: Total interest due: \$1,919.17
- 2010 (interest rate is 6%): \$1,917.23
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,428.87
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$378.41
- 2012 (interest rate is 4.75%): \$1,517.81
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,131.08

Total Pre-Judgment Interest for 2008 Real Estate Taxes: \$8,292.57

Interest on the 2009 Real Estate Taxes (\$35,679.20): The 2009 real estate taxes are due to Broward County by April 1, 2010. So, the date that the 2009 real estate taxes became due was April 1, 2010, and interest should be calculated from that date for the 2009 real estate taxes. The annual interest rate for 2010 was 6%, and the daily rate as a decimal was .0001644. There were

274 days between April 1, 2010 and December 31, 2010. Thus, the accrued interest for the 2009 real estate taxes due on April 1, 2010 from April 1, 2010 through December 31, 2010 was: $274 \times .0001644 \times \$35,679.20 = \$1,607.19$. Interest on the 2009 amount is listed below for each year:

- April 1, 2010 – December 31, 2010: Total interest due: \$1,607.19
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,595.46
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$422.53
- 2012 (interest rate is 4.75%): \$1,694.76
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,262.95

Total Pre-Judgment Interest for 2009 Real Estate Taxes: \$6,582.89

Interest on the 2010 Real Estate Taxes (\$37,078.62): The 2010 real estate taxes are due to Broward County by April 1, 2011. So, the date that the 2010 real estate taxes became due was April 1, 2011, and interest should be calculated from that date for the 2010 real estate taxes. In the middle of 2011, the interest rate changed for that year. So, for the first part of 2011 (from January through September), the interest rate was 6% annually or .0001644 daily. For the second part of 2011 (September through December), the interest rate was 4.75% annually or .000130137 daily. Thus, the accrued interest rate for the 2010 real estate taxes due on April 1, 2011 would take the interest accrued from April 1, 2011 through September 30, 2011 (which is 182 days) and then add it to the interest accrued from September 30, 2011 through December 31, 2011 (which is 91 days). Thus, the equation would be: $(182 \times .0001644 \times 37,078.62) + (91 \times .000130137 \times 37,078.62) = 1,109.42 + 439.10 = \$1,548.52$

- 2011 interest rate = \$1,548.52
- 2012 (interest rate is 4.75%): \$1,761.23
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,312.48

Total Pre-Judgment Interest for 2010 Real Estate Taxes: \$4,622.23

Interest on the 2011 Real Estate Taxes (\$37,112.48): The 2011 real estate taxes are due to Broward County by April 1, 2012. So, the date that the 2011 real estate taxes became due was April 1, 2012, and interest should be calculated from that date for the 2011 real estate taxes. The annual interest rate for 2012 was 4.75%, and the daily rate as a decimal was .000129781. There were 274 days between April 1, 2012 and December 31, 2012. Thus, the accrued interest for the 2011 real estate taxes due on April 1, 2012 from April 1, 2012 through December 31, 2012 was: $274 \times .000129781 \times \$37,112.48 = \$1,319.71$.

- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,313.68

Total Pre-Judgment Interest for 2011 Real Estate Taxes: \$2,633.39

Interest on the 2012 Real Estate Taxes (\$37,263.76): The 2012 real estate taxes would have been due on April 1, 2013. So, interest should be calculated from that date to the present, which is September 30, 2013. There are 182 days between April 1, 2013 and September 30, 2013. The daily interest rate in that time was .000130137. So, the accrued interest for the 2012 real estate taxes due on April 1, 2013 is: $182 \times .000130137 \times \$37,263.76 = \$882.59$

TOTAL ACCRUED PRE-JUDGMENT INTEREST FOR REAL ESTATE TAXES FROM 1998 TO 2012 REAL ESTATE TAXES:

\$167,033.49

Total Damages: Lost Taxes + Interest =

\$556,196.59